



## TERMS & CONDITIONS

### GENERAL

- These Terms & Conditions constitute an integral part of any offer made by Genstor Systems, Inc. to sell goods.
- No order by Customer, regardless of whether a deposit has been accepted, shall be binding upon Genstor Systems, Inc. until a credit review has been completed and the order has been accepted by an authorized representative of Genstor Systems, Inc.
- This agreement may not be changed, modified, or amended, except in writing signed by authorized representatives of the parties.
- All the custom orders are NCNR Purchase.

### PRICING

- Genstor Systems, Inc. reserves the right to change prices or item specifications listed on its web site at any time. All prices are on a cash basis in US Dollars F.O.B. Santa Clara at the company site. Charges for freight, insurance, financing, taxes, special handling & customs fees will be borne by the customer. Any returns will be subject to restocking fees as applicable.
- Due to the limitation of sourcing EOL products or custom parts from the market, all the custom orders and EOL products prices are subjected to change after placing confirmed order.

### PAYMENT TERMS

- Customer agrees to pay Genstor as per the credit terms approved by Genstor Systems, Inc. Any late payments are subject to late fees and finance charges, an amount to be decided by Genstor finance department.

### LIMITATIONS OF LIABILITY

- In no event shall Genstor be liable for any loss of use revenue, profit, for any direct, indirect, consequential, or punitive damages arising out of connected with or resulting from the sale or use of the goods furnish hereunder.

### INSTALLATION

- Unless otherwise stated in writing, the goods furnished hereunder shall be installed by and at the expense of the customer. In the event that any installation is to be performed by Genstor, the customer shall be responsible for securing all the requisite governmental permits, as well as complying with all local union rules and building codes.

### GENERAL WARRANTY

All Genstor systems have the following warranty:

- One year parts warranty.
- Three years return to depot labor warranty.
- Free Telephone and email support.
- Free OS installation. (Only with purchase of new Genstor System/Server)
- Shipping/Handling/Insurance charges are not refundable.
- The customer is responsible for shipping expenses for all materials being returned to Genstor.
- Cross ship if parts are defective within the first three months.

For detailed warranty conditions pl. visit: <http://www.genstor.com/warranty>

### DISPUTES

- All disputes arising under the provision of this, or any, contract which are not otherwise resolved between Genstor & the customer shall be resolved in a court of competent jurisdiction according to the laws of the State of California.